

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

LOS ANGELES
NEW YORK
WASHINGTON, D.C.

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364
FACSIMILE 312: 853-7036

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WRITER'S DIRECT NUMBER
RECORDATION NO. 18352
FILED 1425

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FILED 1425

JUL 30 1993 1:45 PM

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July 30, 1993

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 18352
FILED 1425

JUL 30 1993 1:45 PM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Agreement dated as of July 15, 1993, is a primary document. The names and addresses of the parties to such document are as follows:

Society National Bank *Lease*
127 Public Square
Society Center
Cleveland, Ohio 44114

Commonwealth Edison Company *Lease*
One First National Plaza
10 South Dearborn
Chicago, Illinois 60603

The second document, Indenture and Security Agreement dated as of July 15, 1993, is a primary document. The names and addresses of the parties to such document are as follows:

Carlyle

Office of the Secretary

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Society National Bank
127 Public Square
Society Center
Cleveland, Ohio 44114

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

The third document, Lease and Indenture Supplement No. 1 dated July 30, 1993, is a secondary document. The names and addresses of the parties to such document are as follows:

Society National Bank
127 Public Square
Society Center
Cleveland, Ohio 44114

Commonwealth Edison Company
One First National Plaza
10 South Dearborn
Chicago, Illinois 60603

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description of the equipment covered by each of these documents follows: new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars. The identifying marks for this equipment are CWEX 1100-2552, inclusive.

A filing fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement dated as of July 15, 1993, between Society National Bank, as Owner Trustee, as Lessor, and Commonwealth Edison Company, as Lessee, covering 1,453 new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars identified by the Lessee in Schedule 1 to Lease and Indenture Supplement No. 1.

Office of the Secretary

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Indenture and Security agreement dated as of July 15, 1993 between Society National Bank, not in its individual capacity by solely as Owner Trustee, and Wilmington Trust Company, as Indenture Trustee, covering 1,453 new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars identified by the Lessee in Schedule 1 to Lease and Indenture Supplement No. 1.

Lease and Indenture Supplement No. 1 dated July 30, 1993 among Society National Bank, not in its individual capacity but solely as trustee, Lessor/Owner Trustee, Commonwealth Edison Company, as Lessee, and Wilmington Trust Company, not in its individual capacity, but solely as trustee, as Indenture Trustee, covering 1,453 new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars identified by the Lessee in Schedule 1 thereto.

Very truly yours,

Gary Gerstman

Enclosures

JUL 30 1993 1:45 PM

INTERSTATE COMMERCE COMMISSION
LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated July 30, 1993

Among

SOCIETY NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

COMMONWEALTH EDISON COMPANY,
Lessee

and

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

New 121-Ton, Aluminum-Sided, Rotary Dump
Gondola "Coalporter" Cars

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND
INDENTURE SUPPLEMENT NO. 1, THE EQUIPMENT COVERED HEREBY
AND THE RENT DUE AND TO BECOME DUE HEREUNDER HAS BEEN
ASSIGNED AS COLLATERAL SECURITY TO AND IS SUBJECT TO A LIEN
AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY,
AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY
AGREEMENT DATED AS OF JULY 15, 1993: TO THE EXTENT, IF
ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1
CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE
UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE
JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND
INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE
TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE
ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THERE-
FOR EXECUTED BY WILMINGTON TRUST COMPANY, AS INDENTURE
TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE
THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. S 11303 July 30, 1993
AT _____ .M. RECORDATION NUMBER _____ .

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated July 30, 1993, among SOCIETY NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of July 15, 1993 (the "Trust Agreement") with CIBC Inc., a Delaware corporation, COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Lessee") and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of July 15, 1993 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Funding Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Equipment to be conveyed on the Funding Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on the Funding Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Equipment under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Equipment to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Equipment listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Equipment for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Equipment and in good working order.

3. The aggregate Lessor's Cost of the Equipment leased hereunder is \$64,070,642.57 and the amounts comprising such Lessor's Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values and Basic Rent applicable in respect of the Equipment are set forth, respectively, on Schedules 2 and 3 hereto.

4. In order to secure the prompt payment of the principal of and Premium and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Equipment listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever as and to the extent provided in the Indenture.

5. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Lease and Indenture Supplement No. 1 shall constitute a part of the Lease and a supplement to the Indenture and shall be deemed to be incorporated by reference to each of the Lease and the Indenture.

6. THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 IS BEING DELIVERED IN THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

SCHEDULE 1
to
Lease and Indenture
Supplement No.

SCHEDULE OF EQUIPMENT TO BE DELIVERED

Quantity of Items of <u>Equipment</u>	Lessor's Car <u>Numbers</u>	Lessor's <u>Cost</u>
1,453	CWEX 1100-2552, inclusive	\$64,070,642.57

SCHEDULE 2
to
Lease and Indenture
Supplement No.

STIPULATED LOSS VALUE

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
8/30/93	103.54923137
9/30/93	104.30944414
10/30/93	105.03665282
11/30/93	105.76581082
12/30/93	106.49693264
1/29/94	107.24430986
7/29/94	108.55760860
1/29/95	107.87059486
7/29/95	108.74135310
1/29/96	107.51930204
7/29/96	108.07468837
1/29/97	106.43542634
7/29/97	106.67765337
1/29/98	104.69947845
7/29/98	104.77894407
1/29/99	102.46120735
7/29/99	102.61639242
1/20/ 0	99.93009148
7/29/ 0	99.95033260
1/29/ 1	96.98484832
7/29/ 1	96.98883234
1/29/ 2	93.82913331
7/29/ 2	93.88742002
1/29/ 3	90.54802322
7/29/ 3	90.63205770
1/29/ 4	85.45611357
7/29/ 4	85.55999599
1/29/ 5	80.14611992
7/29/ 5	80.25961956
1/29/ 6	74.61792748
7/29/ 6	74.74048169
1/29/ 7	68.86504712
1/29/ 7	69.00760347
1/29/ 8	62.92094131
7/29/ 8	63.28607330
1/29/ 9	56.97323619
7/29/ 9	57.59542678
1/29/10	51.06001170

Payment Date

Percentage of Lessor's Cost

7/29/10	51.97968341
1/29/11	45.22768573
7/29/11	37.49289744
1/29/12	38.96714182
7/29/12	31.02396195
1/29/13	32.33351105
7/29/13	24.08628819
1/29/14	25.00000000

SCHEDULE 3
to
Lease and Indenture
Supplement No.

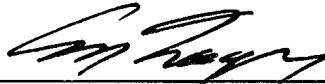
BASIC RENT

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>		
	<u>Arrears</u>	<u>Advance</u>	<u>Total</u>
1/29/1994	.00000000	.00000000	.00000000
7/29/1994	2.78805339	.00000000	2.78805339
1/29/1995	4.72723879	.00000000	4.72723879
7/29/1995	2.71688529	.00000000	2.71688529
1/29/1996	4.79840689	.00000000	4.79840689
7/29/1996	2.64049343	.00000000	2.64049343
1/29/1997	4.87479873	.00000000	4.87479873
7/29/1997	2.55849443	.00000000	2.55849443
1/29/1998	4.95679774	.00000000	4.95679774
7/29/1998	2.47047671	.00000000	2.47047671
1/29/1999	5.04481547	.00000000	5.04481547
7/29/1999	2.37599847	.00000000	2.37599847
1/29/2000	5.13929370	.00000000	5.13929370
7/29/2000	2.27458554	.00000000	2.27458554
1/29/2001	5.24070664	.00000000	5.24070664
7/29/2001	2.16572890	.00000000	2.16572890
1/29/2002	5.34956328	.00000000	5.34956328
7/29/2002	2.04888217	.00000000	2.04888217
1/29/2003	5.46641000	.00000000	5.46641000
7/29/2003	1.94948118	.00000000	1.94948118
1/29/2004	7.23587535	.00000000	7.23587535
7/29/2004	1.80939503	.00000000	1.80939503
1/29/2005	7.37596150	.00000000	7.37596150
7/29/2005	1.68841655	.00000000	1.68841655
1/29/2006	7.49693997	.00000000	7.49693997
7/29/2006	1.56494010	.00000000	1.56494010
1/29/2007	7.62041642	.00000000	7.62041642
7/29/2007	1.43157515	.00000000	1.43157515
1/29/2008	7.75378137	.00000000	7.75378137
7/29/2008	1.19955018	.00000000	1.19955018
1/29/2009	7.98580633	.00000000	7.98580633
7/29/2009	.95049459	.00000000	.95049459
1/29/2010	8.23486194	.00000000	8.23486194
7/29/2010	.68315830	.00000000	.68315830
1/29/2011	8.50219820	9.12400810	17.62620630
7/29/2011	.00000000	.06134844	.06134844
1/29/2012	.00000000	9.18535653	9.18535653
7/29/2012	.00000000	.00000000	.00000000
1/29/2013	.00000000	9.18535653	9.18535653
7/29/2013	.00000000	.00000000	.00000000
1/29/2014	.00000000	.00000000	.00000000
Total	141.12048173	27.55606960	168.67655133

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,
not in its individual capacity
but solely as Owner Trustee

By 
Name: C. M. NAGY
Title: VICE PRESIDENT


Lessee

COMMONWEALTH EDISON COMPANY

By _____
Name:
Title:

Indenture Trustee

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Indenture Trustee

By 
Name: THOMAS P. LASKARIS
Title: VICE PRESIDENT

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in
the opening paragraph hereof.

Lessor/Owner Trustee

SOCIETY NATIONAL BANK,
not in its individual capacity
but solely as Owner Trustee

By _____
Name:
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By Dennis F. O'Brien
Name: Dennis F. O'Brien
Title: Treasurer

Indenture Trustee

WILMINGTON TRUST COMPANY, not in
its individual capacity but
solely as Indenture Trustee

By _____
Name:
Title:

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 30th day of July, 1993, before me personally appeared C. M. Nagy, to me personally known, who, being by me duly sworn, says that he is Vice President of Society National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Frances B. Cutajar
Notary Public

My Commission Expires:

[Notary Seal]

FRANCES B. CUTAJAR
Notary Public, State of New York
No. 30-4987494
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Oct. 15, 1993



STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 30th day of July, 1993, before me personally appeared Dennis F. O'Brien, to me personally known, who, being by me duly sworn, says that he is Treasurer of Commonwealth Edison, Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Betty Fox
Notary Public

My Commission Expires:
[Notary Seal]



COUNTY OF NEW YORK)

On this 30th day of July, 1993, before me personally appeared Thomas P. Laskaris, to me personally known, who, being by me duly sworn, says that he is Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Frances B. Cutajar
Notary Public

My Commission Expires:

[Notary Seal]

FRANCES B. CUTAJAR
Notary Public, State of New York
No. 30-4987494
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Oct. 15, 1993

07/30/93 8:53am
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